

**AGREEMENT FOR PROFESSIONAL SERVICES
(Construction Inspection & Landscape/Public Property Maintenance)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and EMTS, Inc., a California Corporation, whose address of record is 2972 Larkin Avenue, Clovis, California 93612, (hereinafter referred to as “Consultant”).

WHEREAS, City desires to engage Consultant to render landscape maintenance services; and,

WHEREAS, Consultant represents that it possesses the required skills and any necessary licenses to provide landscape maintenance services required by the City pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the landscape maintenance services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on July 1, 2021 and end on June 30, 2023. Upon expiration of this Agreement, and upon approval by the City, Consultant shall have the option to renew this Agreement for an additional maximum period of three (3) years ending on June 30, 2026.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Two Hundred Fifty-One Thousand Three Hundred Ten Dollars (\$251,310.00) annually.

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars

(\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to

be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Reserved.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

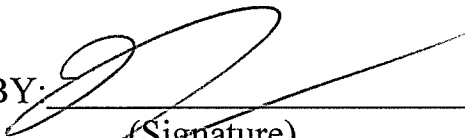
BY: Prudence A. Nolin 4/8/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
EMTS, INC.,
A California Corporation

BY: 

(Signature)

Derik Jakusz

(Typed Name)

Its: General Manager

(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 26-0860415

ADDRESS: 2972 Larkin Avenue
Clovis, CA 93612

TELEPHONE: (559) 292-2900
FAX: (559) 292-7756
E-MAIL: derikj@eliteteamoffices.com

EXHIBIT A

SCOPE OF SERVICES

I. IRRIGATION - GENERAL

Irrigation shall be accomplished by the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary hoses, sprinklers, nozzles, etc., necessary to accomplish full coverage shall be the contractor's responsibility.

A. Maintenance

The contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making necessary adjustments to prevent excessive water run-off into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall, at no cost to the City, keep controller or valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise or lower the following sprinkler system components as it relates to maintenance of the landscape areas:

1. Sprinkler heads;
2. Sprinkler caps;
3. Sprinkler head risers;
4. Valve covers;
5. Valve boxes;
6. Valve box lids, including electrical pull boxes and lids;
7. Valve sleeves;
8. Quick coupler valves and caps;
9. Hose bibs.

B. Inspection

The contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the satisfaction of the Director of Public Works or his designee, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works or his designee.

EXHIBIT A

C. Repairs

Irrigation systems which are damaged or altered in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the contractor.

Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed. Repairs made as a result of theft, vandalism or an act of God shall be performed by the City.

Winterization – Contractor shall winterize all exposed piping and back flow prevention devices to prevent freeze damage. All damage to back flow devices caused by freezing will be the contractor responsibility to repair or replace.

Repairs not made, or not made to the satisfaction of the Director of Public Works or his designee, will be done by others and billed to the contractor.

D. Irrigation to be accomplished as follows:

Turf and Groundcover - Turf and groundcover areas to be watered, as required, to maintain horticulturally acceptable growth and color, as well as promote deep root growth. Daily shallow water applications should be avoided where possible in favor of deeper water applications. Water to turf and groundcover areas to generally be applied between 3:00 a.m. and 7:00a.m. where possible to lower the risk of fungus in cool season turf.

Banks and Slopes - Sloped landscape areas to be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color. Best irrigation practice is to promote deep root growth with a minimum of run-off.

Shrubs and Trees - Shrubs and trees to be irrigated as needed to maintain horticulturally acceptable growth and color.

Irrigation rates to be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged, and surface run-off to be kept at a minimum.

Newly Planted Trees, Shrubs, Groundcover, and Turf - All newly planted areas to receive special attention until plants are established. Adequate water to be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period.

II. WEED CONTROL - GENERAL

For the purposes of this specification, a weed shall be considered to be any undesirable plant or plant growing out of place.

EXHIBIT A

All landscaping within the specified maintenance areas including lawns, shrubs, groundcover beds, planters, and tree wells shall be kept free of all weeds at all times. Complete removal of all weed growth is to be accomplished every thirty (30) days on a continuing basis, not just once each thirty (30) days. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the contractor.

A. Use of Chemical Pesticides for Weed Control

The contractor shall abide by all rules and regulations of the California Department of Food and Agriculture, Department of Health, and Department of Pesticide Regulation regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and contractor's employees during chemical weed control operations. All posting regulations shall be followed in accordance with current U.S.D.A. regulations in regard to re-entry times.

Great care shall be taken by the contractor to avoid herbicide drift onto non- target plants.

III. DISEASE AND PEST CONTROL

The contractor shall regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation.

Upon approval of the Director of Public Works or his designee, the contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and contractor's employees.

A. Use of Chemical Pesticides

All rules of the California State Department of Food and Agriculture, Department of Health, and Department of Pesticide Regulation regarding safe application of pesticides under this contract shall be observed.

Great care shall be taken to avoid pesticide drift onto non-target organisms.

IV. PRUNING – GENERAL

All shrubs, trees, groundcover, and other vegetation growing in the work areas shall be pruned weekly, or as required to maintain plants in a healthy growing condition. Pruning is to be done in a manner which promotes the plant's natural growth characteristics. Hedging, shearing, or other sever pruning will not be allowed except with prior approval.

EXHIBIT A

Plant growth is to be kept to prevent its encroachment into walks, passageways, curbs, and streets. Clear view of traffic signs and intersections is to be maintained at all times. Plant growth shall not exceed height of block walls.

All dead, dying, or damaged branches shall be removed immediately. All cuts shall be made cleanly with no stubs or projections remaining.

A. Trees

The contractor shall be responsible for all pruning that can be reached with a 12-foot pole-saw by a man standing on the ground. All trees are to be maintained in their natural shape.

Newly planted trees are to be staked, pruned and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two approved 2-inch by 2-inch by 8-foot treated tree stakes. Split plastic hose or black tire casing held in place by 12-gauge wire shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

The contractor shall bring to the Director of Public Works or his designee's attention within 24 hours of any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

V. LITTER REMOVAL

During weekly maintenance cycles all trash, debris, and dead limbs shall be removed from landscaped areas to include curb and gutter.

VI. FERTILIZATION - GENERAL

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put on fertilizer at the following times and rates:

First application in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

The contractor shall notify the Director of Public Works or his designee in advance of fertilization application.

EXHIBIT A

VII. REPLACEMENT OF PLANT MATERIAL

- A. The contractor shall notify the Director of Public Works or his designee within four (4) days of the loss of plant material due to any cause.
- B. The contractor shall supply all labor and materials to replace any tree, shrub, turf, or groundcover damaged or lost through the contractor's faulty maintenance or negligence.
- C. The size and species of replacement plant material shall be determined by the Director of Public Works or his designee.
- D. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment.

The value will be deducted from the contract payment. The value will be determined using the latest I.S.A. guidelines.

Any plant damaged or lost through theft, vehicular damage, act of God, or other mysterious sources not the responsibility of the contractor, shall be replaced by the City.

VIII. TURF MAINTENANCE

A. Mowing

All Lawn areas in this contract shall be mowed with power-propelled reel or rotary-type mowers. Mowers shall be maintained to provide a smooth, even cut without tearing. Blade adjustment to provide uniform cut with no ridges or depressions.

All mowers are to be cleaned prior to each mowing to avoid possible weed invasion. All litter shall be removed prior to mowing.

Mowing to be performed so that no more than one-third of the grass blade is removed in returning the grass to acceptable height for the species being mowed.

All turf areas are to be mowed once a week on a preset day. Any changes to this schedule are to be approved in advance by the Director of Public Works or his designee.

During periods of heavy growth, more than one mowing per week may be required in high maintenance areas.

- B. All turf to be edged adjacent to improved surfaces. If no improved surface exists, turf edges shall be maintained where the turf abuts a shrub bed or property line, or to maintain turf delineation.

Edging to be performed at every turf mowing.

EXHIBIT A

Clippings shall not be left in roadways, gutters, or walkways.

IX. GROUNDCOVER MAINTENANCE

- A. All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth.
- B. Groundcover beds shall be periodically edged to keep them in their intended space and off of street curb. Groundcover shall not be allowed to encroach into lawns, shrub beds, or other areas deemed as undesirable by the Director of Public Works Operations or his designee.
- C. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated. Groundcover shall not be allowed to encroach into lawns, shrub beds, street curb, or other areas deemed as undesirable by the Director of Public Works or his designee.
- D. Groundcover plantings shall be thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.
- E. Litter clean up shall be completed by contractor during weekly maintenance intervals.

X. TRAFFIC CONTROL SETUP

The purpose of traffic control devices, as well as principles for their use, is to promote highway safety and efficiency by providing for the orderly movement of all road users on streets, highways, bikeways & sidewalks.

- A. Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control.
- B. The contractor shall follow California Manual on Uniform Traffic Control Devices (CA-MUTCD) 2014 or latest Edition in order to perform required maintenance. Contractor shall ensure all Temporary Traffic Control (TTC) devices follow CA-MUTCD 2014 or latest edition.
- C. The contractor shall follow all City of Merced Municipal Code ordinances, Public Works Engineering Division rules and regulations regarding traffic control measures, such as: proper use of traffic cones, lane closures, modified lane closures, directional signage, directional signals, and speed control limits.

EXHIBIT A

SPECIAL NOTE

The contractor is required to provide the City with a weekly work schedule of maintenance areas to be serviced (one week in advance).

In addition, the contractor is to maintain work record logs of areas completed and make available to the City upon request.

EXHIBIT A

LANDSCAPE MAINTENANCE LOCATIONS

Community Facilities Districts (CFD)

- 164 Bellevue Ranch East
- A. Landscape area on west side of G Street, from Bellevue Road to W. Cardella Road
 - B. Landscape area under electrical power towers, from G Street to W. Cardella Road
 - C. Landscape areas on Arrow Wood Drive, between M Street and Bancroft Drive, excluding Elmer Murchie Park.
 - D. Landscape areas on Foothill Drive, from Bancroft to G Street, including Foothill Drive center median
 - E. West side of Bancroft Drive, from Noble Drive to Arrow Wood Drive
 - F. Landscape area on east side of Bancroft Drive, from Arrow Wood Drive to Barclay Way
 - G. Landscape area on west side of Bancroft Drive, from Jacobs Drive to Barclay Way
 - H. Barclay Way, between Bellevue Road and Mandeville Lane
 - I. Landscape areas on Mandeville Drive, from Barclay Way to G Street, including Mandeville Drive center median
 - J. Landscape area on south side of Bellevue Road, from Barclay Way to G Street, to include from Bellevue Road roadway to block wall on south side of road
 - K. Storm Pump Station on Bixby Way and Revelle Drive

The following five (5) Bellevue Ranch East areas are currently undeveloped as of the date of this agreement and will be serviced on a *monthly* basis. Landscape service area includes park strip and a minimum of 10 feet behind the sidewalk:

- L. Northside of Cardella Road between City Water Well Site #16 and "M" Street
- M. Eastside of "M" Street between Cardella Road and Barclay Way
- N. Eastside of Bancroft Drive from Arrow Wood Drive to Merrill Place
- O. Merrill Place on south and north sides of road to include street center-median
- P. Bancroft Drive east and west sides south of Merrill Place including center median

165 Compass Pointe

- A. Landscape area on north side of Pacific Drive, from Alviso Drive to R Street, excluding RJ Moreno Park
- B. Intersection at Lehigh Drive and El Redondo Drive, center

EXHIBIT A

- roundabout and three-landscape noses
 - C. Landscape area on south side of Lehigh Drive, from El Redondo Drive to dead end
 - D. Horizon Avenue and Pacific Drive, center roundabout and four-landscape nose islands
 - E. Landscape area on Horizon Avenue, from Pacific Drive to Lehigh Drive
 - F. Mini-park under electrical power towers at Twilight Avenue and Orion Drive. From Twilight Avenue to R Street
 - G. Landscape area on west side of R Street, from Pacific Drive to dead end
 - H. Landscape area on El Redondo Drive, from Pacific Drive to Lehigh Drive, excluding Rudolph Joseph Merino Park
- 166 Sandcastle
- A. Landscape area on north side of E. Gerard Avenue, from S. Coffee Street to end of block wall just west of Campus Parkway
 - B. East side of Pluim Drive, from E. Gerard Avenue, to Dinkey Creek Drive
 - C. West side of Pluim Drive, from E. Gerard Avenue, to end of block wall
 - D. East side of S. Coffee Street, from E. Gerard Avenue to Dinkey Creek Drive
- 167 Bright Development
- A. Landscape area on east side of McKee Road, north of Silverstone Drive
 - B. Center medians on Silverstone Drive
 - C. Creekview Drive from Silverstone Drive, to east of Mariner Way
 - D. Storm Drain basin on south side of Creekview Drive
 - E. Landscape area on Creekview Drive (curb-line to edge of creek), beginning approximately 200-feet southwest of Oak Creek Avenue, east to end of Creekview Drive
 - F. Eastside of Creekside Drive north to Bastidas Drive
- 170 Bellevue Ranch West
- A. M Street center median between Arrow Wood Drive and Ironstone Drive
 - B. Landscape area on Ironstone Drive, west of M Street
 - C. Landscape area on M Street, between Lehigh Drive and Heitz Court
 - D. Center medians and landscape areas on W Cardella Road, from G Street to approximately 125-feet west of Freemark Avenue
 - E. Landscape areas on Freemark Avenue, from W Cardella Road north to the end of Freemark Drive
 - F. Open landscape area on the SE corner Bancroft Drive and

EXHIBIT A

- Cardella Road
- G. G Street, from Cardella to Cottonwood Creek
- H. Landscape area under electrical power towers, from Bancroft Drive to Korbel Avenue, north of Shafer Avenue
- I. Eastside of Freemark Avenue approximately 100-feet south and north of Marybelle Drive
- J. Marybelle Drive south and north sides of road to Andrea Drive
- K. Westside of "M" Street between Rowland Court and Hart Drive

The following five (5) Bellevue Ranch West areas are currently undeveloped as of the date of this agreement and will be serviced on a *monthly* basis. Landscape service area includes park strip and a minimum of 10 feet behind the sidewalk:

- L. Bike path between "M" & "G" Streets and Cardella Road and Ironstone Drive on the eastside of "M" Street
- M. Bike path at end of Cardella Road behind houses on Freemark Avenue to the end of Round Hill Drive
- N. Eastside of "M" Street between Ironstone Dr. and Cardella Road
- O. Southside of Cardella Road between "M" Street and Bale Mill Road
- P. LaSalle Drive open park area along bike path, between light pole numbers 7158 and 7163

172 University Park

- A. Landscape area on north side of Pacific Drive, from San Augustine Drive to Alviso Drive
- B. Landscape area on east side of San Augustine Drive, from Pacific Drive to end of block wall at north property line of Storm Drain Pump Station #48

173 Tuscany

- A. Landscape areas on E. Childs Avenue and Brimmer Road, at Tuscany Subdivision entrance gate east to end of block wall and west to manhole cover
- B. Landscape area on east side of Brimmer Road, between Dinkey Creek Avenue and Arezzo Avenue

174 Provance

- A. Landscape area on the north side of Lehigh Drive, from El Redondo Drive to Horizon Avenue
- B. Landscape area on west side of Horizon Avenue, from Lehigh Drive to Monaco Drive
- C. Landscape area on east side of El Redondo Drive, from Lehigh Drive to Monaco Drive
- D. Landscape area on west side of El Redondo Drive, from Lehigh Drive to Cassis Drive

EXHIBIT A

- 177 Franco
A. Sewer lift station on Merced Avenue, west of Dylan Court
- 178 Cottages
A. Landscape area on east side of San Augustine Avenue, from W. Yosemite Avenue to Huntington Drive
B. Landscape area on north side of Yosemite Avenue, between San Augustine Avenue and El Redondo Drive
C. Landscape area on west side of El Redondo Drive, between Yosemite Avenue and Jenner Drive
D. Mini-park on Huntington Drive, between Newport Avenue and Venice Avenue
- 184 University Park II
A. West side of San Augustine Drive, Between Pacific Drive and end of Storm Pump Station #48 at block wall
- 185 Moraga
A. Street center-median on Yosemite Avenue, between McKee Road and Via Moraga
B. Landscape area on south side on Yosemite Avenue, from McKee Road to street light pole C-8397.
C. Landscape areas on Via Moraga
D. Landscape area on west side of Whitewater Way, from Pacheco Drive to Yosemite Avenue
- 187 Cypress Terrace 6 & 7
A. Landscape area on westside of South "N" Street, approximately 100-feet north of Taryn Court
B. Westside of South "N" Street between Taryn Court and Gerard Avenue
- 190 Lantana Estates
A. Landscape area on east side of San Augustine Avenue, from Storm Pump Station #48 to the north end of San Augustine Avenue
B. Landscape area on west side of El Redondo Drive, from Cassis Drive to street light pole C-7209
- 194 Mercy Hospital
A. G Street center median, between Mercy Avenue and bike path
B. Bike path behind Mercy Hospital, from G Street east to Dominican Drive
- 196 Mansionette Estates #5
A. Mansionette Drive between Mercy Avenue and Osprey Court
B. South side of Mercy Avenue between Mansionette Drive and end of cinderblock wall

EXHIBIT A

- 197 Northwood Professional Center
- A. Landscape area on westside of Mansionette Drive, beginning approximately 100-feet north of Bobo Link Court to Mercy Avenue
 - B. Southside of Mercy Avenue between Mansionette Drive and Sand Piper Avenue
 - C. Eastside of Sand Piper Avenue to end of the street
- 198 Compass Pointe Apartments
- A. Landscape area on southside of Pacific Drive between Compass Pointe and Horizons Avenue
 - B. Horizons Avenue between Pacific and Stinson Drive
 - C. Stinson Drive between Horizons and Compass Pointe Avenue
 - D. On Compass Pointe Avenue between Stinson and Pacific Drive

EXHIBIT B

ITEMIZED COST PROPOSAL SHEET

Community Facilities Districts (CFD)	Monthly:	Annually:
164 <u>Bellevue Ranch East</u>	\$ 3,744.00	\$ 44,928.00
165 <u>Compass Pointe</u>	\$ 3,042.00	\$ 36,504.00
166 <u>Sandcastle</u>	\$ 936.00	\$ 11,232.00
167 <u>Bright Development</u>	\$ 1,638.00	\$ 19,656.00
170 <u>Bellevue Ranch West</u>	\$ 2,807.50	\$ 33,690.00
172 <u>University Park</u>	\$ 702.00	\$ 8,424.00
173 <u>Tuscany</u>	\$ 468.00	\$ 5,616.00
174 <u>Provance</u>	\$ 702.00	\$ 8,424.00
177 <u>Franco</u>	\$ 234.00	\$ 2,808.00
178 <u>Cottages</u>	\$ 1,053.00	\$ 12,636.00
184 <u>University Park II</u>	\$ 468.00	\$ 5,616.00
185 <u>Moraga</u>	\$ 1,638.00	\$ 19,656.00
187 <u>Cypress Terrace 6 & 7</u>	\$ 468.00	\$ 5,616.00
190 <u>Lantana Estates</u>	\$ 585.00	\$ 7,020.00
194 <u>Mercy Hospital</u>	\$ 936.00	\$ 11,232.00
196 <u>Mansionette Estates #5</u>	\$ 585.00	\$ 7,020.00
197 <u>Northwood Professional Center</u>	\$ 585.00	\$ 7,020.00
198 <u>Compass Pointe Apartments</u>	\$ 351.00	\$ 4,212.00
Subtotal Community Facilities Districts:	<u>\$ 20,942.50</u>	<u>\$ 251,310.00</u>